

|   |      |   |  |  |   |  |   |   |         |
|---|------|---|--|--|---|--|---|---|---------|
| <b>SOLICITATION, OFFER AND AWARD</b>  |      |   |  | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡  |   | RATING<br>N/A  |   | PAGE OF PAGES<br>1   38                       |         |
| 2. CONTRACT NO.   |      | 3. SOLICITATION NO.<br>N66001-04-R-0028 |  | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP)<br><input type="checkbox"/> 100% SMALL BUSINESS SET ASIDE |   | 5. DATE ISSUED<br>2 FEB 2004   |   | 6. REQUISITION/PURCHASE NO.<br>SAP 1000002110 |         |
| 7. ISSUED BY 2211<br>SPAWAR SYSTEMS CENTER, SAN DIEGO<br>53560 HULL ST., BLDG A33, RM 1602W<br>SAN DIEGO CA 92152-5002<br>CODE 222<br>Betty Chu-Chang (619) 553-6334<br><a href="mailto:betty.chu-chang@navy.mil">betty.chu-chang@navy.mil</a>  |      |   |  | CODE<br>N66001   |   | 8. ADDRESS OFFER TO (If other than Item 7)<br><br><b>See Provision L-349</b> |   |   |         |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".  |      |   |  |  |   |  |   |   |         |
| <b>SOLICITATION</b>   |      |   |  |  |   |  |   |   |         |
| 9. Proposals shall be submitted in accordance with Section L provision No. L-349 "Submission of Electronic Proposals" not later than <b>16 MAR 2004, 2:00 PM Pacific Time</b> . All offers are subject to all terms and conditions contained in the solicitation.   |      |   |  |  |   |  |   |   |         |
| 10. FOR INFORMATION CALL: ➡   |      | A. NAME<br>See Block 7                  |  | B. TELEPHONE (Include area code) (NO COLLECT CALLS)<br>See Block 7   |   |  | C. E-MAIL ADDRESS<br>See Block 7                                  |   |         |
| <b>11. TABLE OF CONTENTS</b>  |      |   |  |  |   |  |   |   |         |
| (√)   | SEC. | DESCRIPTION                             |  | PAGE(S)  | (√)   | SEC.   | DESCRIPTION   |   | PAGE(S) |
| <i>PART I - THE SCHEDULE</i>  |      |   |  |  | <i>PART II - CONTRACT CLAUSES</i>   |  |   |   |         |
| √   | A    | SOLICITATION/CONTRACT FORM              |  | 1  | √   | I  | CONTRACT CLAUSES  |   | 16      |
| √   | B    | SUPPLIES OR SERVICES AND PRICES/COSTS   |  | 2  | <i>PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.</i>                |  |   |   |         |
| √   | C    | DESCRIPTION/SPECS./WORK STATEMENT       |  | 6  | √   | J  | LIST OF ATTACHMENTS   |   | 21      |
| √   | D    | PACKAGING AND MARKING                   |  | 8  | <i>PART IV - REPRESENTATIONS AND INSTRUCTIONS</i>                               |  |   |   |         |
| √   | E    | INSPECTION AND ACCEPTANCE               |  | 9  | √   | K  | REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS |   | 22      |
| √   | F    | DELIVERIES OR PERFORMANCE               |  | 10   | √   | L  | INSTRS, CONDS, AND NOTICES TO OFFERORS                            |   | 31      |
| √   | G    | CONTRACT ADMINISTRATION DATA            |  | 11   | √   | M  | EVALUATION FACTORS FOR AWARD                                      |   | 37      |
| √   | H    | SPECIAL CONTRACT REQUIREMENTS           |  | 13   |   |  |   |   |         |
| <b>OFFER (Must be fully completed by offeror)</b>   |      |   |  |  |   |  |   |   |         |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.   |      |   |  |  |   |  |   |   |         |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>180</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. |      |   |  |  |   |  |   |   |         |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡  |      |   |  | 10 CALENDAR DAYS %   | 20 CALENDAR DAYS %  | 30 CALENDAR DAYS %   | CALENDAR DAYS   |   |         |
| 14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:   |      |   |  | AMENDMENT NO.  | DATE  | AMENDMENT NO.  | DATE  |   |         |
|   |      |   |  |  |   |  |   |   |         |
| 15A. NAME AND ADDRESS OF OFFEROR  |      | CODE                                    |  | FACILITY   | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)           |  |   |   |         |
|   |      |   |  |  |   |  |   |   |         |
| 15B. TELEPHONE NO. (Include area code)  |      | <input type="checkbox"/>                | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. |  |   | 17. SIGNATURE  |   | 18. OFFER DATE                                |         |
|   |      |   |  |  |   |  |   |   |         |
| <b>AWARD (To be completed by Government)</b>  |      |   |  |  |   |  |   |   |         |
| 19. ACCEPTED AS TO ITEMS NUMBERED   |      |   | 20. AMOUNT   |  | 21. ACCOUNTING AND APPROPRIATION  |  |   |   |         |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><br><input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )   |      |   |  |  | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡ |  |   | ITEM  |         |
| 24. ADMINISTERED BY (If other than Item 7) CODE   |      |   |  |  | 25. PAYMENT WILL BE MADE BY CODE  |  |   |   |         |
|   |      |   |  |  |   |  |   |   |         |
| 26. NAME OF CONTRACTING OFFICER (Type or print)   |      |   |  |  | 27. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer)          |  |   | 28. AWARD DATE                                |         |
|   |      |   |  |  |   |  |   |   |         |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I**  
**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B-100 SCOPE**

The purpose of this contract is to set forth guidelines to fabricate and deliver the following Contract Line Items. The terms “Task Order” and “Delivery Order” appear throughout this contract; these terms are to be considered synonymous. The Initial Delivery Order issued for First Article Test Units may also include Production Lots in a variety of combinations. Additional Delivery Orders may include Contract Line Items in any combination. Offerors shall insert in this Section B, unit prices and amounts at the subline item level only (e.g., Item 0001AA, 0002AA, etc.) and not at the line item level.

Price proposals will be evaluated by adding the total price of all Contract Line Item Numbers (CLINs), multiplied by the maximum estimated order quantity per CLIN.

**The Government reserves the right to order partial lot if necessary based upon the availability of funding.**

All offerors shall provide the following Contract Line Item(s) in accordance with the attached Statement of Work and specifications:

| <u>CLIN</u> | <u>SUPPLIES - DESCRIPTION</u>  | <u>QTY</u> | <u>UNIT OF ISSUE</u> | <u>MAXIMUM ESTIMATED QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|-------------|--|------------|----------------------|-----------------------------------|-------------------|--------------------|
| <b>0001</b> | <b>Transponder, Tethered, Marker Bottle IAW Drawing Number 55354-0207073</b>     |            |                      |                                   |                   |                    |
| 0001AA      | First Article Test Units   | 1-20       | EA                   | 20                                |                   |                    |
| 0001AB      | Production Lots  | 1-19       | EA                   | 19                                |                   |                    |
| 0001AC      | Production Lots  | 20-49      | EA                   | 49                                |                   |                    |
| 0001AD      | Production Lots  | 50-99      | EA                   | 99                                |                   |                    |
| 0001AE      | Production Lots  | 100-199    | EA                   | 199                               |                   |                    |
| 0001AF      | Production Lots  | 200 & over | EA                   | 1,000                             |                   |                    |
| <b>0002</b> | <b>Transponder, Non-Tethered, Marker Bottle IAW Drawing Number 55354-0202546</b> |            |                      |                                   |                   |                    |
| 0002AA      | First Article Test Units   | 1-20       | EA                   | 20                                |                   |                    |
| 0002AB      | Production Lots  | 1-19       | EA                   | 19                                |                   |                    |
| 0002AC      | Production Lots  | 20-49      | EA                   | 49                                |                   |                    |
| 0002AD      | Production Lots  | 50-99      | EA                   | 99                                |                   |                    |
| 0002AE      | Production Lots  | 100-199    | EA                   | 199                               |                   |                    |
| 0002AF      | Production Lots  | 200 & over | EA                   | 750                               |                   |                    |
| <b>0003</b> | <b>Transponder, Tethered, Target Bottle IAW Drawing Number 55354-0207067</b>     |            |                      |                                   |                   |                    |
| 0003AA      | First Article Test Units   | 1-20       | EA                   | 20                                |                   |                    |
| 0003AB      | Production Lots  | 1-19       | EA                   | 19                                |                   |                    |
| 0003AC      | Production Lots  | 20-49      | EA                   | 49                                |                   |                    |
| 0003AD      | Production Lots  | 50-99      | EA                   | 99                                |                   |                    |
| 0003AE      | Production Lots  | 100-199    | EA                   | 199                               |                   |                    |
| 0003AF      | Production Lots  | 200 & over | EA                   | 250                               |                   |                    |

**B-100. SCOPE (continued)**

| <u>CLIN</u>                         | <u>SUPPLIES - DESCRIPTION</u>  | <u>QTY</u> | <u>UNIT OF ISSUE</u> | <u>MAXIMUM ESTIMATED QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|-------------------------------------|--|------------|----------------------|-----------------------------------|-------------------|--------------------|
| <b>0004</b>                         | <b>Transponder, Non-Tethered, Target Bottle IAW Drawing Number 55354-0202626</b> |            |                      |                                   |                   |                    |
| 0004AA                              | First Article Test Units   | 1-20       | EA                   | 20                                |                   |                    |
| 0004AB                              | Production Lots  | 1-19       | EA                   | 19                                |                   |                    |
| 0004AC                              | Production Lots  | 20-49      | EA                   | 49                                |                   |                    |
| 0004AD                              | Production Lots  | 50-99      | EA                   | 99                                |                   |                    |
| 0004AE                              | Production Lots  | 100-199    | EA                   | 199                               |                   |                    |
| 0004AF                              | Production Lots  | 200 & over | EA                   | 250                               |                   |                    |
| <b>0005</b>                         | <b>Marker Handle Assembly, INTERFACE IAW SSCSD Drawing Number 55910-0202378</b>  |            |                      |                                   |                   |                    |
| 0005AA                              | First Article Test Units   | 1-20       | EA                   | 20                                |                   |                    |
| 0005AB                              | Production Lots  | 1-19       | EA                   | 19                                |                   |                    |
| 0005AC                              | Production Lots  | 20-49      | EA                   | 49                                |                   |                    |
| 0005AD                              | Production Lots  | 50-99      | EA                   | 99                                |                   |                    |
| 0005AE                              | Production Lots  | 100-199    | EA                   | 199                               |                   |                    |
| 0005AF                              | Production Lots  | 200 & over | EA                   | 1,995                             |                   |                    |
| <b>0006</b>                         | <b>Shipping Container</b>  |            |                      |                                   |                   |                    |
| 0006AA                              | First Article Test Units   | 1          | EA                   | 2                                 |                   |                    |
| 0006AB                              | Production Lots  | 1-19       | EA                   | 19                                |                   |                    |
| 0006AC                              | Production Lots  | 20-49      | EA                   | 49                                |                   |                    |
| 0006AD                              | Production Lots  | 50-99      | EA                   | 99                                |                   |                    |
| 0006AE                              | Production Lots  | 100-199    | EA                   | 199                               |                   |                    |
| 0006AF                              | Production Lots  | 200 & over | EA                   | 250                               |                   |                    |
| 0007                                | Data in accordance with Contract Data Requirement List, Form 1423, Exhibit A     | 1          | Refer to CDRL        | *NSP                              | *NSP              | *NSP               |
| <b>Total Maximum Contract Price</b> |  |            |                      |                                   |                   |                    |

\* NSP = Not separately priced  
Note

**B-312 MINIMUM AND MAXIMUM QUANTITIES (JUL 1989)**

As referred to in paragraph (b) of the “Indefinite Quantity” clause of this contract, the contract minimum quantity is a total of \$200,000.00 worth of orders at the contract unit price(s). The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

**PART I**  
**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C-302 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)**

The work under this contract shall be performed in accordance with the description/specifications/statement of work, which is included as Attachment 1, Statement of Work titled “[Marker Assemblies and Acoustic Transponder Bottles](#)” dated 20 January 2004, as specified in individual task orders.

**C-304 COMPLIANCE WITH SPECIFICATIONS (MAR 1999)**

If part or model numbers are used to describe the Items being offered, it is understood and agreed such items are in complete compliance with the specifications and such items are not offered as alternates or deviations.

**C-326 DELIVERY/TASK ORDER PROCEDURES (OCT 2000) (DEVIATION)**

(1) Written orders against the FFP CLINs/Sub-CLINs in Section B of this contract will contain the following information consistent with the terms of the contract:

- (i) Date of Order.
- (ii) Contract number and order number.
- (iii) Item number and description, quantity ordered, unit price and contract price.
- (iv) Delivery or performance date.
- (v) Place of delivery or performance (including consignee).
- (vi) Packaging, packing, and shipping instructions, if any required.
- (vii) Accounting and appropriation data.
- (viii) And any other pertinent information.

**C-327 DISSEMINATION NOTICES FOR TECHNICAL DOCUMENTS PREPARED UNDER SPAWARSCEN SAN DIEGO CONTRACTS (FEB 1999)**

(a) Unless otherwise specified, all classified and unclassified technical documents generated under this contract must carry the following statements:

- (1) Do not distribute to DTIC or other data depositories.
- (2) Distribution authorized to DOD components only; premature dissemination [*Contractor to insert a date which will be determined by the Program Manager and affixed by the Contractor*]. Other requests shall be referred to the Space and Naval Warfare Systems Center, Code 2027, San Diego, CA 92152-5001.

(b) The Contractor shall place the above statements on the original and all copies before being delivered to the shipping address in Section F as follows:

- (1) Standard Written or Printed material with Covers and/or Title Pages: Statement(s) to be printed, typed, or stamped on front cover and title page.
- (2) Technical Documents Without Covers or Title Pages: Statement(s) to be typed, printed, or stamped on first page of the document.
- (3) Drawing: Applicable statement(s) to be typed, printed, or stamped near the title block.
- (4) Magnetic Tape, Cassette, or Disk: Statement(s) to be typed, printed, or stamped on a label applied to outside of material. The first page of the resulting hard-copy report or computer printout report is also marked with applicable statement(s).
- (5) Microfilm: Statement(s) typed, printed, or stamped on outside of jacket or canister housing the material. The first page of resulting hard-copy report or first frame is also marked with applicable statement(s). The headers for microfiche must carry an abbreviated version of the statement(s).
- (6) Deck of Punched or Aperture Cards: Statement(s) to be typed, stamped, or printed on face of first and last card and on top of deck.

## **C-328 PROCEDURES FOR CONTROLLING TECHNICAL DOCUMENTS UNDER SPAWARSCEN SAN DIEGO CONTRACTS (APR 2000)**

The Contractor shall comply with DOD Directive 5230.25 and the information provided herein when the Government provides the Contractor with technical data.

(a) Location of distribution statement, export warning notice, and destruction notice (classified and unclassified technical documents).

- (1) Standard written or printed material with covers and/or title pages: Statement(s) to be printed, typed, or stamped on the front cover and title page.
- (2) Technical documents without covers or title pages: Statement(s) to be typed, printed, or stamped on the first page of the document.
- (3) Deck of punched or aperture cards: Statement(s) to be typed, printed, or stamped on face of first and last card and on top of deck.
- (4) Magnetic tape, cassette, or disk: Statement(s) to be typed, stamped, or printed on a label applied to outside of material. The first page of the resulting hard-copy report or computer printout is also marked with applicable statement(s).
- (5) Microfilm: Statement(s) to be typed, stamped, or printed on outside of jacket or canister housing the material. The first page of the resulting hard-copy report or first frame is also marked with applicable statement(s). The headers for microfiche must carry an abbreviated version of the statement(s).
- (6) Drawings: Applicable statement(s) to be typed, stamped, or printed near the title block.

(b) Safeguarding of Unclassified, Limited-Access Documents (for classified documents see NOSCINST 5500.1A).

- (1) Normal working hours: Limited-access documents and those that have not yet been reviewed cannot be left unattended in work areas accessible to non-DoD employees.
- (2) After normal working hours: Limited-access documents and those that have not yet been reviewed should be placed in locked files, desks, or similar containers. If this is not possible, locked offices or buildings are adequate.
- (3) Additional guidance for safeguarding limited-access media processed by an IT system, activity, or network can be found in OPNAVINST 5239.1A.

(c) Destruction of Unclassified, Limited-Access Documents. Destroy by any method that will prevent disclosure of contents or reconstruction of the material. Examples of such destruction methods follow:

- (1) Printed document, deck of punched or aperture cards, computer printout, and drawings: Destroy by tearing each copy into pieces to preclude reconstruction and placing the pieces in regular trash containers or send to the Mail Room Branch for destruction.
- (2) Magnetic tape, cassette, or disk: Destroy by erasing the magnetic storage media.
- (3) Microfilm: Destroy by cutting into small pieces or send to the mailroom for destruction.

(d) Safeguarding of Classified Documents: See NOSCINST 5500.1A.

(e) Destruction of Classified Documents: See NOSCINST 5500.1A.

**PART I  
SECTION D  
PACKAGING AND MARKING**

**D-305 PREPARATION FOR DELIVERY (MAR 1999)**

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 1 September 1995.

(b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129 "Military Standard Marking for Shipment and Storage."

**D-307 PROHIBITED PACKING MATERIALS (DEC 1999)**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

**D-308 MARKING OF SHIPMENT (DEC 1999)**

Each shipment of material and/or data shall be clearly marked to show the following information:

|                          |                                     |
|--------------------------|-------------------------------------|
| SHIP TO:                 | MARK FOR:                           |
| RECEIVING OFFICER        | Contract #: <b>N66001-04-D-0028</b> |
| SPAWARSYSCEN, CODE 2242  | Delivery Order #: _____             |
| 53560 Hull Street        | Item #: _____                       |
| San Diego, CA 92152-5410 | Code: _____                         |

The receiving office is open for deliveries Mon through Thu 7:30 a.m. to 4:30 p.m.



**PART I  
SECTION E  
INSPECTION AND ACCEPTANCE**

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

| <u>REFERENCE</u> | <u>TITLE</u>                       | <u>DATE</u> |
|------------------|------------------------------------|-------------|
| 52.246-2         | Inspection of Supplies—Fixed-Price | AUG 1996    |
| 52.246-16        | Responsibility for Supplies        | APR 1984    |

**DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES**

| <u>REFERENCE</u> | <u>TITLE</u>                             | <u>DATE</u> |
|------------------|--|-------------|
| 252.246-7000     | Material Inspection and Receiving Report | MAR 2003    |

**E-303 INSPECTION AND ACCEPTANCE—DESTINATION (JAN 2002)**

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative or his duly authorized representative.

**5252.246-9203 INSPECTION AND ACCEPTANCE OF CONTRACT DATA REQUIREMENTS (JAN 1989)**

Data items submitted under Letter of Transmittal shall be the responsibility of the initial addressee under Block 14 of DD Form 1423 as to review for adequacy and contract compliance. Where deficiencies or inadequacies are noted, the initial addressee should so advise the contractor by letter within a reasonable period of time with copies to the ACO and the cognizant Technical Office indicated in Block 6 of DD Form 1423.

The initial addressee shall advise the contractor with copy to ACO and the cognizant technical code in Block 6 of DD Form 1423 at such time as each data submission submitted by a Letter of Transmittal has been satisfactorily accomplished.

Inspection and acceptance of Data Items requiring shipment under DD Form 250 shall be made in accordance with Block 7 of DD Form 1423. Where acceptance is at destination and more than one addressee is shown in Block 14 of DD Form 1423, acceptance shall be the responsibility of the initial addressee.

Addressees other than the initial addressee, shall be considered informational.

**PART I  
SECTION F  
DELIVERIES OR PERFORMANCE**

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

| <u>REFERENCE</u> | <u>TITLE</u>                  | <u>DATE</u> |
|------------------|-------------------------------|-------------|
| 52.211-17        | Delivery of Excess Quantities | SEP 1989    |
| 52.242-15        | Stop-Work Order               | AUG 1989    |
| 52.242-17        | Government Delay of Work      | APR 1984    |
| 52.247-34        | F.O.B. Destination            | NOV 1991    |

**F-303 PERIODS OF PERFORMANCE FOR ORDERING, ORDERS, AND OPTIONS TO EXTEND TERM OF THE CONTRACT (DEC 1999)**

The following is to establish the Government's required lead-time for each item.

Required delivery schedule is set forth below:

| CLIN | SubCLIN       | Date   |
|------|---------------|--|
| 0001 | 0001AA        | Shall be delivered no later than (NLT) 6 months after date of order (ADO)  |
|      | 0001AB-0001AF | Shall begin deliveries NLT 3 months ADO or acceptance of 0001AA at the minimum rate of 45 per month until shipment complete. |
| 0002 | 0002AA        | Shall be delivered NLT 6 months after ADO.   |
|      | 0002AB-0002AF | Shall begin deliveries NLT 3 months ADO or acceptance of 0002AA at the minimum rate of 45 per month until shipment complete. |
| 0003 | 0003AA        | Shall be delivered NLT 6 months after ADO.   |
|      | 0003AB-0003AF | Shall begin deliveries NLT 3 months ADO or acceptance of 0003AA at the minimum rate of 45 per month until shipment complete. |
| 0004 | 0004AA        | Shall be delivered NLT 6 months after ADO.   |
|      | 0004AB-0004AF | Shall begin deliveries NLT 3 months ADO or acceptance of 0004AA at the minimum rate of 45 per month until shipment complete. |
| 0005 | 0005AA        | Shall be delivered NLT 6 months after ADO.   |
|      | 0005AB-0005AF | Shall begin deliveries NLT 3 months ADO or acceptance of 0005AA at the minimum rate of 45 per month until shipment complete. |
| 0006 | 0006AA-0006AF | Shall be delivered as required to contain/ship items 0001 through 0005 on their delivery schedules.                          |

**PART I**  
**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992) (Deviation)**

- (a) "Invoice" as used in this clause does not include contractor's requests for progress payments.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four copies, to the contract auditor at the following address:

\*

In addition, an information copy shall be submitted to the Contracting Officer's Representative (COR), as follows:

\*

Following verification, the contract auditor\* will forward the invoice to Paying Office, (SF-26, Block 12), except the final voucher which shall be submitted to the ACO, DCMC (SF26, Block 6), office for payment in the amount determined to be owing, in accordance with the applicable payment of this contract.

- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
- (1) Contract line item number (CLIN)
  - (2) Subline item number (SLIN)
  - (3) Accounting Classification Reference Number (ACRN)
  - (4) Payment terms
  - (5) Procuring activity
  - (6) Date supplies provided or services performed
  - (7) Costs incurred and allowable under the contract
- (e) The contractor shall prepare:
- ☐ a separate invoice for each activity designated to receive the supplies or services.
  - ☒ a consolidated invoice covering all shipments delivered under an individual order.
  - ☐ either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINs/SLINs with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.
- (i) **Regardless of the number of production lots ordered, the contractor is authorized to invoice after the successful delivery of each 10 units.**

*\* To be determined upon award.*

**G-307 APPOINTMENT OF ORDERING OFFICER(S) (DEC 1999)**

(a) The contracting officer and/or his duly authorized representative at the following activity(ies) are designated as Ordering Officers:

Name: Any warranted contracting officer

Activity: Space and Naval Warfare Systems Center, San Diego

(b) The above individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Terminations for Convenience or Terminations for Default shall be issued only by the PCO.

**G-314 TYPE OF CONTRACT (DEC 1999)**

The type of contract is Firm Fixed Price, Indefinite Delivery/Indefinite Quantity.

**G-318 PATENT MATTERS POINT OF CONTACT (OCT 1999)**

The Point of Contact regarding Patent Matters for this contract is:

Office of Patent Counsel

Attn: Patent Counsel

SPAWARSYSCEN Code 20012

53510 Silver Gate Avenue

San Diego, CA 92152-5765

(619) 553-3001

**PART I  
SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

**H-1000 PLANT ACCESS TO CONTRACTORS' FACILITIES BY GOVERNMENT PERSONNEL**

The Government Contracting Officer's Representative (COR) and/or other authorized Government personnel shall be allowed access to the Contractor's plant in which work under this contract is being performed during normal working hours as long as the visiting Government personnel have complied with the visit planning and coordination requirements of FAR 42.402.

**5252.209-9200 FIRST ARTICLE (GOVERNMENT TESTING) SPECIAL PROVISIONS  
(SEP 1989)**

(a) For the purposes of this contract, the term "First Article" has the same meaning as the synonymous terms "preproduction model(s)" and "preproduction equipment."

(b) The First Article shall conform in every respect with the requirements set forth for production equipment and shall be manufactured with tools, materials and methods which are the same as, or representative of, the equipment to be furnished under Items (s)

|               |
|---------------|
| 0001AB-0001AF |
| 0002AB-0002AF |
| 0003AB-0003AF |
| 0004AB-0004AF |
| 0005AB-0005AF |
| 0006AB-0006AF |

(herein called production equipment). The First Article shall not be delivered for first article approval tests as provided for in the clause of this contract entitled "First Article Approval--Government Testing" until after it has been fully tested by the contractor at his expense to determine compliance with said requirements and preliminary accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the Item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary inspection, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Space and Naval Warfare Systems Command at the time of First Article delivery.

(c) The Contractor shall incorporate all modifications required by any conditional approval and correct any damage or deterioration resulting from testing or shipment of the First Article. As so modified and corrected, and subject to the next to last sentence of paragraph (b) of the clause of this contract entitled "First Article Approval--Government Testing," the approved First Article *shall serve as a manufacturing standard*.

**5252.215-9210 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE  
(NOV 1991)**

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the contracting officer which are incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

**5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Any Warranted Contracting Officer  
Code 222  
Space and Naval Warfare Systems Center  
San Diego, CA 92151-5001

#### **H-320 ALTERNATIVES AND UPDATES TO SPECIFICATIONS AND STANDARDS (DEC 1999)**

(a) The Department of Defense is --

- (1) committed to minimizing the use of military and federal specifications and standards; and
- (2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The Contractor--

- (1) is encouraged to identify and propose alternatives to specifications and standards cited in this contract;
- (2) may submit to the Contracting Officer a proposal addressing alternatives to contractually mandated military, federal, or commercial specifications and standards, consisting of the following:
  - (i) a copy of the proposed alternatives;
  - (ii) a comparison of the proposed alternatives to the specifications or standards cited in the contract; and
  - (iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) If the Contractor has a contract, or multiple DOD contracts, that incorporate outdated or different versions of military, federal, or commercial specifications or standards, the Contractor may request that all of its contracts be updated to the latest version of the applicable specifications or standards. Updating must not affect the form, fit, or function of any deliverable item, and must demonstrate a benefit to the government. The Contractor may submit updating requests to the Contracting Officer through the cognizant contract administration office. The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If a proposed alternative is not considered for the instant procurement, it will be considered for future procurement. If the Contracting Officer does not accept the proposed alternative, the Contractor agrees to perform the contract in accordance with the specifications and standards cited in the contract.

#### **H-322 TYPES OF TASK OR DELIVERY ORDERS (DEC 1999)**

A firm-fixed-price (FFP) delivery order will be issued when acquiring commercial items, or for acquiring other supplies or services on the basis of reasonably definite or detailed specifications and fair and reasonable prices can be established at the outset.

#### **H-325 APPLICATION OF PATENT INDEMNITY (DEC 1999)**

The FAR 52.227-3 "Patent Indemnity" clause which incorporated by reference in this contract, applies only to supplies or services that normally are or have been sold or offered for sale by any supplier to the public in the commercial open market or that are the same as such supplies or services with relatively minor modifications.

### **H-343 CONTRACT DATA REQUIREMENTS (DELIVERY ORDERS) (DEC 1999)**

The data items shown on the DD Form 1423, Contract Data Requirements List, or included in the Statement of Work are either known data requirements or a general description of the data to be clarified or restated on each delivery order.

### **H-356 SUBMISSION OF INTERIM AND FINAL INVENTION REPORTS AND NOTIFICATION OF ALL SUBCONTRACTS FOR EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (OCT 1999)**

(a) This contract contains the FAR 52.227-11 "Patent Rights--Retention by the Contractor (Short Form)" clause (including the DFARS 252.227-7039 "Patents--Reporting of Subject Inventions", and 252.227-7034, "Patents--Subcontracts" clauses), the FAR 52.227-12 "Patent Rights--Retention by the Contractor (Long Form)" clause, or the FAR 52.227-13 "Patent Rights--Acquisition by the Government" clause.

(b) Under these clauses, the Contractor is required to submit interim and final invention reports and notification to the Government of all subcontracts for experimental, developmental, or research work. The interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work may be submitted on DD Form 882 "Report of Inventions and Subcontracts."

(c) The Contractor shall submit interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work, including negative reports, to:

Office of Patent Counsel  
Attn: Patent Counsel  
SPAWARSYSCEN Code 20012  
53510 Silver Gate Avenue  
San Diego, CA 92152-5765

(619) 553-3001

(d) The Office of Patent Counsel designated above will represent the Contracting Officer with regard to invention reporting matters arising under the contract.

### **H-358 APPLICATION OF DFARS 252.227-7013 AND 252.227-7015 TECHNICAL DATA CLAUSES (AUG 2001)**

The DFARS 252.227-7015, Technical Data--Commercial Items, clause applies to technical data that pertains to a "commercial item" as defined in the DFARS 252.227-7015 clause. The DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, clause applies to all other technical data.

**PART II  
SECTION I  
CONTRACT CLAUSES**

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far/>

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

| <u>REFERENCE</u> | <u>TITLE</u>   | <u>DATE</u> |
|------------------|--|-------------|
| 52.202-1         | Definitions  | DEC 2001    |
| 52.203-3         | Gratuities   | APR 1984    |
| 52.203-5         | Covenant Against Contingent Fees   | APR 1984    |
| 52.203-6         | Restrictions on Subcontractor Sales to the Government  | JUL 1995    |
| 52.203-7         | Anti-Kickback Procedures   | JUL 1995    |
| 52.203-10        | Price or Fee Adjustment for Illegal or Improper Activity   | JAN 1997    |
| 52.203-12        | Limitation on Payments to Influence Certain Federal Transactions   | JUN 1997    |
| 52.204-4         | Printing/Copying Double-Sided on Recycled Paper  | AUG 2000    |
| 52.209-4         | First Article Approval-Government Testing<br>ALTERNATE I and II (JAN 1997)<br>Para (a) Number of units 'see CDRL'<br>Para (a) Lot/item number 'see CDRL'<br>Para (a) Number of calendar days '180'<br>Para (a) Government activity address 'see CDRL'<br>Para (b) Number of calendar days '60' | SEP 1989    |
| 52.209-6         | Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment   | JUL 1995    |
| 52.211-5         | Material Requirements  | AUG 2000    |
| 52.215-2         | Audit and Records—Negotiation  | JUN 1999    |
| 52.215-8         | Order of Precedence—Uniform Contract Format  | OCT 1997    |
| 52.215-14        | Integrity of Unit Prices   | OCT 1997    |
| 52.216-22        | Indefinite Quantity<br>Para (d), Date is '120 days after contract expiration date'   | OCT 1995    |
| 52.219-8         | Utilization of Small Business Concerns   | OCT 2000    |
| 52.222-3         | Convict Labor  | AUG 1996    |
| 52.222-20        | Walsh-Healey Public Contracts Acts   | DEC 1996    |
| 52.222-21        | Prohibition of Segregated Facilities   | FEB 1999    |
| 52.222-26        | Equal Opportunity  | APR 2002    |
| 52.222-35        | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans  | DEC 2001    |
| 52.222-36        | Affirmative Action for Workers with Disabilities   | JUN 1998    |
| 52.222-37        | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans  | DEC 2001    |



|           |  |          |
|-----------|--|----------|
| 52.223-6  | Drug-Free Workplace  | MAY 2001 |
| 52.223-11 | Ozone Depleting Substances   | MAY 2001 |
| 52.225-8  | Duty Free Entry  | FEB 2000 |
| 52.225-13 | Restrictions on Certain Foreign Purchases                            | JUL 2000 |
| 52.227-1  | Authorization and Consent  | JUL 1995 |
| 52.227-2  | Notice and Assistance Regarding Patent and Copyright Infringement    | AUG 1996 |
| 52.227-3  | Patent Indemnity   | APR 1984 |
| 52.227-11 | Patent Rights—Retention by the Contractor (Short Form)               | JUN 1997 |
| 52.229-3  | Federal, State, and Local Taxes                                      | JAN 1991 |
| 52.232-1  | Payments   | APR 1984 |
| 52.232-8  | Discounts for Prompt Payment   | FEB 2002 |
| 52.232-9  | Limitation on Withholding of Payment                                 | APR 1984 |
| 52.232-11 | Extras   | APR 1984 |
| 52.232-17 | Interest   | JUN 1996 |
| 52.232-23 | Assignment of Claims   | JAN 1986 |
| 52.232-25 | Prompt Payment   | FEB 2002 |
| 52.232-33 | Payment by Electronic Funds Transfer—Central Contractor Registration | MAY 1999 |
| 52.233-1  | Disputes   | JUL 2002 |
| 52.233-3  | Protest after Award  | AUG 1996 |
| 52.242-13 | Bankruptcy   | JUL 1995 |
| 52.243-1  | Changes-Fixed Price  | AUG 1987 |
| 52.246-23 | Limitation of Liability  | FEB 1997 |
| 52.249-2  | Termination for Convenience of the Government (Fixed-Price)          | SEP 1996 |
| 52.249-8  | Default (Fixed-Price Supply and Service)                             | APR 1984 |
| 52.253-1  | Computer Generated Forms   | JAN 1991 |

**DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES**

| <u>REFERENCE</u> | <u>TITLE</u>   | <u>DATE</u> |
|------------------|--|-------------|
| 252.201-7000     | Contracting Officer's Representative   | DEC 1991    |
| 252.203-7001     | Prohibition on Persons Convicted of Fraud or Other Defense- Contract-Related Felonies  | MAR 1999    |
| 252.203-7002     | Display of DoD Hotline Poster  | DEC 1991    |
| 252.204-7000     | Disclosure of Information  | DEC 1991    |
| 252.204-7003     | Control of Government Personnel Work Product   | APR 1992    |
| 252.204-7004     | Required Central Contractor Registration   | NOV 2003    |
| 252.205-7000     | Provision of Information to Cooperative Agreement Holders  | DEC 1991    |
| 252.209-7000     | Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty   | NOV 1995    |
| 252.209-7004     | Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country  | MAR 1998    |
| 252.211-7005     | Substitutions for Military or Federal Specifications and Standards   | FEB 2003    |
| 252.225-7001     | Buy American Act and Balance of Payments   | APR 2003    |
| 252.225-7002     | Qualifying Country Sources as Subcontractors   | DEC 1991    |
| 252.225-7012     | Preference for Certain Domestic Commodities  | AUG 2000    |
| 252.225-7014     | Preference for Domestic Specialty Metals   | APR 2003    |
| 252.225-7025     | Restriction on Acquisition of Forgings   | APR 2003    |
| 252.227-7013     | Rights in Technical Data—Noncommercial Items   | NOV 1995    |
| 252.227-7015     | Technical Data—Commercial Items  | NOV 1995    |
| 252.227-7016     | Rights in Bid or Proposal Information  | JUN 1995    |
| 252.227-7025     | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends   | JUN 1995    |
| 252.227-7027     | Deferred Ordering of Technical Data or Computer Software   | APR 1988    |
| 252.227-7030     | Technical Data—Withholding of Payment  | MAR 2000    |
| 252.227-7034     | Patents—Subcontracts   | APR 1984    |
| 252.227-7036     | Declaration of Technical Data Conformity   | JAN 1997    |
| 252.227-7037     | Validation of Restrictive Markings on Technical Data   | SEP 1999    |
| 252.227-7039     | Patents—Reporting of Subject Inventions  | APR 1990    |
| 252.231-7000     | Supplemental Cost Principles   | DEC 1991    |
| 252.242-7000     | Postaward Conference   | DEC 1991    |
| 252.242-7004     | Material Management and Accounting System  | DEC 2000    |
| 252.243-7002     | Requests for Equitable Adjustment  | MAR 1998    |
| 252.243-7001     | Pricing of Contract Modifications  | DEC 1991    |
| 252.244-7000     | Subcontracts for Commercial Items and Commercial Components(DoD Contracts)   | MAR 2000    |
| 252.245-7001     | Reports of Government Property   | MAY 1994    |
| 252.246-7001     | Warranty of Data   | DEC 1991    |
| 252.247-7023     | Transportation of Supplies by Sea  | MAY 2002    |
| 252.247-7024     | Notification of Transportation of Supplies by Sea  | MAR 2000    |
| 252.251-7000     | Ordering From Government Supply Sources<br>Para (f), Contractor's address is 'To be Determined'<br>Para (f), Government remittance address is 'To Be Determined' | OCT 2002    |

#### **52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [2004 through 2009](#).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than [\\$2,500.00](#), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of [\\$500,000.00](#);

(2) Any order for a combination of items in excess of [\\$750,000.00](#); or

(3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed

during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after [120 days following the ordering period](#).

#### **52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)**

(a) *Definitions.* As used in this clause--

“Commercial item” has the meaning contained in the clause at 52.202-1, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### **52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**PART III  
SECTION J  
LIST OF ATTACHMENTS**

ATTACHMENT                      TITLE

1.        Statement of Work dated 20 January 2004, 5 pages
2.        Sign Off Sheet, 1 page
3.        Past Performance Questionnaire, 5 pages

EXHIBIT                              TITLE

- A        Contract Data Requirements List, DD Form 1423, dated, 3 pages

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>  
<http://www.arnet.gov/far/>

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS**

| <u>REFERENCE</u> | <u>TITLE</u>  | <u>DATE</u> |
|------------------|---|-------------|
| 52.203-11        | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions | APR 1991    |
| 52.222-38        | Compliance with Veterans' Employment Reporting Requirements                               | DEC 2001    |

**DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2) SOLICITATION PROVISIONS**

| <u>REFERENCE</u> | <u>TITLE</u>  | <u>DATE</u> |
|------------------|---|-------------|
| 252.209-7001     | Disclosure of Ownership or Control by the Government of a Terrorist Country | MAR 1998    |
| 252.209-7002     | Disclosure of Ownership or Control by a Foreign Government                  | SEP 1994    |

**FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

\_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization):

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal Government;

☐ Other. State basis. \_\_\_\_\_

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(f) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
☐ Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

**FAR 52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

---



---



---



---

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

**OFFEROR RECOMMENDATIONS**

| Item | Quantity | Unit Price | Total price |
|------|----------|------------|-------------|
|      |          |            |             |
|      |          |            |             |
|      |          |            |             |
|      |          |            |             |

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a database for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.



(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or respondent checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

PLACE OF PERFORMANCE  
(STREET ADDRESS, CITY,  
STATE, COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER  
AND OPERATOR OF THE PLANT  
OR FACILITY IF OTHER THAN  
OFFEROR OR RESPONDENT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

#### **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) --ALTERNATE I (APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [334511](#).

(2) The small business size standard is [750 employees](#).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business

concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* [The offeror shall check the category in which its ownership falls]:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(c) *Definitions.* As used in this provision--

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Woman-owned small business concern,” as used in this provision, means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in section 313(a) and (g) of EPCRA and Section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at last one of the following reasons: *(Check each block that is applicable.)*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A);

- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33, or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE OR DISCLOSURE RESTRICTIONS (JUN 1995) DFARS**

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
- (1) If the successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (2) If the successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

|   |                         |                                   |   |
|---|-------------------------|-----------------------------------|---|
| Technical Data or<br>Computer Software<br>to be Furnished<br>With Restrictions* | Basis of<br>Assertion** | Asserted<br>Rights<br>Category*** | Name of Person<br>Asserting<br>Restrictions**** |
|---|-------------------------|-----------------------------------|---|

---



---



---

(LIST)\*\*\*\*\*

(LIST)

(LIST)

(LIST)

\* For technical data (other than computer software documentation) pertaining to items, components or processes developed at private expense, identify both the deliverable technical data and each item, component or process. For computer software or computer software documentation identify the software or documentation.

\*\* Generally development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\* Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\*\*\*\* Corporation, individual, or other person, as appropriate.

\*\*\*\*\* Enter "None" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request, by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

#### **252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) DFARS**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

**252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992) DFARS**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.*

The Offeror represents that it--

\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**K-303 REPRESENTATION REGARDING EMPLOYMENT OF NAVY PERSONNEL (DEC 1999)**

The Contractor represents that he ☐ does, ☐ does not now employ or intend to employ any person for work under this contract who is a current civilian employee or active duty member of the United States Navy. Affirmative representations must be fully explained in writing and attached hereto. (Include the names of such persons and the Naval activity that employs them.)

**K-307 CONTRACT ADMINISTRATION OFFICE (DEC 1999)**

Offeror shall provide cognizant defense contract administration office \_\_\_\_\_ with point of contact's name \_\_\_\_\_ and phone number \_\_\_\_\_.

**K-701 REPRESENTATION OF COMPLIANCE WITH THE ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) ACCESSIBILITY STANDARDS (JUN 2001)**

(a) The offeror represents that it ☐ will ☐ will not deliver Electronic and Information Technology (EIT) that complies with the EIT Accessibility Standards at 36 C.F.R. § 1194.

(b) If the offeror represents that it will not deliver EIT that complies with the EIT Accessibility Standards at 36 C.F.R. § 1194, it shall complete the following table:

| Item | Rationale for Not Providing Compliant EIT |
|------|---|
|      |   |
|      |   |
|      |   |

**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L-1000 INQUIRIES**

**All** inquiries concerning this solicitation shall be submitted in writing via E-mail to Contract Specialist, Betty Chu-Chang at [betty.chu-chang@navy.mil](mailto:betty.chu-chang@navy.mil). All questions must be submitted in writing by **10 March 2004** in order to be answered prior to the closing date of **16 March 2004**.

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>  
<http://www.arnet.gov/far/>  
<http://www.acq.osd.mil/dp/dars/dfars.html>  
<http://www.abm.rda.hq.navy.mil/naps/>

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS**

| <u>REFERENCE</u> | <u>TITLE</u>   | <u>DATE</u> |
|------------------|--|-------------|
| 52.204-6         | Data Universal Numbering System (DUNS) Number  | JUN 1999    |
| 52.215-1         | Instructions to Offerors--Competitive Acquisition  | MAY 2001    |
| 52.215-20        | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data<br><a href="#">(b) See provision L-317, part 2.0.</a> | OCT 1997    |
| 52.222-24        | Preaward On-Site Equal Opportunity Compliance Evaluation   | FEB 1999    |

**52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12L (DEC 1999)**

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a written request to the--

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462

**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of an indefinite delivery, indefinite quantity, firm fixed price contract, resulting from this solicitation.

## **52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Commanding Officer  
Space and Naval Warfare Systems Center  
Attn: Betty Chu-Chang, Code 222  
53560 Hull Street, Bldg. A33, RM 1602W  
San Diego, CA 92152-5001

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## **52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in any solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) Provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

## **L-303 ALTERNATIVES TO MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS (JUL 1999)**

(a) The Department of Defense is --

- (1) committed to minimizing the use of military and federal specifications and standards; and
- (2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The offeror--

- (1) is encouraged to identify and propose alternatives to specifications and standards cited in this solicitation;
- (2) may submit a proposal to the Contracting Officer that, as a minimum, consists of--
  - (i) a copy of the proposed alternatives;
  - (ii) a comparison of the proposed alternatives to the specification or standards cited in the solicitation; and
  - (iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If an alternative proposal is not considered for the instant procurement, it will be considered for future procurements. If the Contracting Officer does not accept the offeror's proposed alternative, the offeror agrees to perform in accordance with the specified requirements.

## **L-317 SUBMISSION OF PROPOSALS (COMPLEX) (JUL 1999) (DEVIATION)**

If you want to compete for the contract described in Sections A through J of this Request for Proposals (RFP), you must (1) submit an offer, (2) submit specified pricing information, and (3) submit written capability information. Proposals shall be prepared and submitted in three volumes, as follows, and in accordance with the requirements of solicitation provision L-349 “Submission of Electronic Proposals” Alternate I:



Volume I - Offer.  
Volume II - Price/Cost Information.  
Volume III - Written Capability Information.

Data previously submitted, if any, will not be used in the evaluation of your response to this RFP. Previously submitted data shall not, therefore, be included in your proposal "by reference." Proposals shall be prepared on standard 8 1/2" by 11" paper with 1" minimum margins. Volumes I and II have no page limitations; however see paragraph 3.0 below for page limitations of Volume III. Fold-outs may be used (but shall be no larger than 17" by 11"), shall be printed on one side only, and shall count as two pages. The type used shall be no smaller than Times New Roman, 10-point.

**1.0 VOLUME I - OFFER.** Your offer must consist of the following:

- |             |  |
|-------------|--|
| Section (a) | Proposal Cover Letter  |
| Section (b) | Standard Form 33, "Solicitation, Offer and Award," with blocks 12 through 18 completed by you.       |
| Section (c) | Unconditional assent to RFP Terms and Conditions   |
| Section (d) | RFP Section K, "Representations, Certifications and Other Statements of Offerors," completed by you. |

The completion and submission to us of the above items will constitute your offer. Your offer must communicate your unconditional assent to the terms and conditions in this RFP, including any attachments and documents incorporated by reference. Our acceptance of your offer will create a binding contract between us. Your failure or refusal to assent to any of the terms and conditions of this RFP or your imposition of additional conditions or any material omission in your offer may constitute a deficiency which may make your offer unacceptable to us.

The only way to correct a deficiency would be through discussions (see FAR 15.306(d)). However, we intend to award a contract without discussions as permitted by FAR 15.306(a) and 52.215-1. Therefore, please do not submit an offer that takes exception to any term or condition of this RFP or imposes any additional condition or omits any required information, without first consulting with the contracting officer. We reserve the right to conduct discussions and to permit offerors to revise their proposals if we think it is in our interests to do so.

**2.0 VOLUME II - PRICE/COST INFORMATION.**

2.1 Offerors shall submit/complete price schedule in Section B.

2.2 Offerors shall submit cost and pricing data that supports the unit prices submitted in the Section B Price Schedule.

**2.3 Corporate Cost Information.**

Submit the following information as part of your proposal, Volume II, Price/Cost Information:

(a) Information regarding the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statements. Identify your cognizant Defense Contract Audit Agency (DCAA) and Defense Contract Management Agency (DCMA) offices and provide the following for each cognizant office:

- (1) Point of contact name;
- (2) Address;
- (3) Telephone and fax number; and
- (4) E-mail address.

(b) A summary of your:

- (1) Accounting procedures and controls;
- (2) Organization;
- (3) Production control procedures;
- (4) Property control system;
- (5) Quality assurance programs; and
- (6) Equipment and facilities relative to this effort.

(c) If any subcontracting, provide the following information:

- (1) Methodology for the selection of proposed subcontractors, if any, and the benefit they would bring to the arrangement.
- (2) Analysis performed on the subcontractor's cost proposal to determine a fair and reasonable price; and
- (3) Evidence of a binding, written agreement/letter of commitment for each proposed subcontractor.

(d) A list of credit references, including suppliers. Provide company name, point of contact, telephone number and e-mail address.

(e) Any other additional information, which will assist in a better or complete understanding of your firm and capabilities.

### **3.0 VOLUME III - WRITTEN CAPABILITY INFORMATION.**

**3.1 Sign-off Sheet.** (Sign and return Attachment 1).

**3.2 Narrative** – Offeror shall provide a three-page or less (Times New Roman - no smaller than 10 font) narrative describing their company's (and, if used, any sub-contractors'):

- (1) Products and services related to underwater electro-acoustic devices;
- (2) Experience in manufacturing and testing underwater electro-acoustic devices; and
- (3) Description of their plan and approach to manufacturing, testing, and quality control for producing the hardware for this contract.

### **3.3. Past Performance.**

(a) Offerors are required to submit **three** past performance surveys (Attachment 3). Failure to submit this survey will result in the proposal found to be non-responsive, and the proposal will not be further considered.

(b) Offerors shall contact their past performance references and request that each reference complete Attachment 3 "Past Performance Questionnaire" and fax or e-mail the completed survey form, before the due date of this solicitation, directly to:

Ms. Betty Chu-Chang  
SPAWARSYSCEN San Diego, Code 222  
53560 Hull Street, Bldg. A33, RM 1602W  
San Diego, CA 92152-5001  
Fax: (619) 553-1062  
e-mail address: [betty.chu-chang@navy.mil](mailto:betty.chu-chang@navy.mil)

The Government will not consider questionnaires received after the due date of the solicitation. The Government reserves the right to contact references for verification or additional information.

(c) The Government reserves the right to use past performance information obtained from sources other than those identified by the offeror. This past performance information will be used for the evaluation of past performance.

(d) The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the offeror. The burden of providing thorough and complete past performance information remains with the offeror.

(e) The offeror shall furnish the information required in paragraph 3.3 (a) of this provision or submit a statement that past performance information for an individual contract resides in the Past Performance Information Retrieval System (PPIRS).

#### **L-335 ESTIMATED EFFECTIVE AWARD DATE**

For Bidding/Proposal purposes the estimated effective date of contract award is **31 March 2004**.

#### **L-342 CONTENT OF DEBRIEFINGS (DEC 1999)**

The Government may disclose the following information in post-award debriefings to other offerors:

- (a) The overall evaluated cost or price and technical rating of the successful offeror.
- (b) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection.
- (c) A summary of the rationale for the award.
- (d) For acquisitions of commercial end items, the make and model of the item to be delivered by the successful offeror.

#### **L-349 SUBMISSION OF ELECTRONIC PROPOSALS (MAR 2001)--ALTERNATE I (MAR 2002)**

(a) Offerors shall submit one original signed paper version of their proposal. The electronic proposal submission described elsewhere in this provision must be identical to the signed paper proposal submission.

(b) Offerors shall also submit their proposals electronically to SPAWAR under the instructions contained in this provision. Offerors shall submit their signed proposals as either scanned ("TIFF") or "**PDF**" documents. Electronic copies shall be submitted via the SPAWAR E-Commerce Central (SPAWAR E-CC). Offerors submitting electronic proposals (e-Proposals) shall register in the SPAWAR E-CC and select their own password in order to submit a proposal. Offerors are required to read the "Submitting a Proposal?" web page found in the SPAWAR E-CC. For information about "e-Proposal" submission, please visit the SPAWAR E-CC. The URL for the SPAWAR E-Commerce Central is <https://e-commerce.spawar.navy.mil>.

(c) Each electronic file shall also be clearly marked to show the proposal volume number, solicitation number and offeror's name. E-Proposal files shall not contain classified data. The offeror's e-proposal shall be in accordance with the requirements set forth below:

(1) Adobe Acrobat version 4.01 or greater shall be used to create the "PDF" files.

(2) The proposal submission files may be compressed (zipped) into one, self-extracting file entitled "PROPOSAL.zip" using WinZip version 6.3 or greater.

(3) Cost or Pricing Type Data: All information relating to cost and pricing type data shall be included only in the section of the proposal designated by the Contracting Officer as the Cost Proposal. Under no circumstances shall cost and pricing type data be included elsewhere in the proposal. Paragraph cross-referencing between Cost Proposal paragraphs and technical/management proposal paragraphs is requested to provide clarity.

**(a) Additionally, submit an electronic copy of the cost proposal in Microsoft Excel 5.0 (or later) compatible format [functional (i.e., with formulas - no read only)] on a 3.5 inch, double-sided, high**

**density, computer diskette sent to: Space and Naval Warfare Systems Center, 53560 Hull Street, Bldg A33, RM 1602W, San Diego, CA, 92152-5001, Code 222, Attn: Betty Chu-Chang. A directory of the Excel files shall also be provided with a correlation to appropriate cost tables. Offeror shall also submit one copy to cognizant DCMC office and one copy to cognizant DCAA office.**

(d) The electronic submission governs for the purpose of the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.212-1 "Instructions to Offerors--Commercial Items", FAR 52.214-7 "Late Submissions, Modifications, and Withdrawals of Bids", FAR 52.214-23 "Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding", or the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision contained in the solicitation. Bids and proposals submitted electronically will be considered "late" unless the bidder or offeror completes the entire transmission of the bid or proposal prior to the due date and time for receipt of bids or proposals. This paragraph (d) supplements the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.212-1 "Instructions to Offerors--Commercial Items", FAR 52.214-7 "Late Submissions, Modifications, and Withdrawals of Bids", FAR 52.214-23 "Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding", or the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision contained in the solicitation.

## **SECTION M EVALUATION FACTORS FOR AWARD**

### **M-302 EVALUATION OF OFFERS (SINGLE AWARD FOR ALL ITEMS) (DEC 1999)**

An offeror must quote on all items in this solicitation to be eligible for award. The Government intends to make a single award to the acceptable offeror whose total offer on all items is the most advantageous to the Government considering price and other factors, if any, specified in the schedule.

### **M-304 AWARD (LOWEST PRICE, TECHNICALLY ACCEPTABLE) (DEC 1999)**

Award of the contract resulting from this solicitation will be made to the offeror whose proposal is technically acceptable and the lowest price.

### **M-313 EVALUATION FACTORS LISTED (FIXED PRICE CONTRACTS) (MAR 1999) (DEVIATION)**

1. This solicitation will be accomplished using Source Selection procedures for award of a contract on the basis of lowest-priced technically acceptable proposal; technical and price factors considered. Interested firms are expected to review the RFP, provide proposed prices for the project, and provide proposal information requested to evaluate their technical qualifications.

2. The Government reserves the right to reject any or all proposals at anytime prior to award; to award the contract to other than the proposers submitting the lowest total price; and to award a contract to the proposal determined to be the most advantageous to the Government. The Government intends to award based on initial proposals without holding discussions. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer as necessary. Accordingly, each initial offer should contain the offeror's best terms from a technical and price standpoint. Proposers should not assume that they would be contacted or afforded an opportunity to qualify, discuss, or revise their proposals. Initial award will be made to the Offeror whose technical and price proposals provide the best value to the Government.

### **3. EVALUATION FACTORS**

(a) In accordance with FAR 15.304, the evaluation factors that apply to this acquisition are as follow:

**Factor 1: Technical** - The technical proposal must give clear, detailed information sufficient to enable evaluation based on the factors listed below:

**Sign-off Sheet and Narrative** - Offerors are required to have at least three years experience manufacturing and testing hardware relevant to underwater electro-acoustic devices, and have a good understanding of the work involved with this contract. The Sign off Sheet and Narrative will verify these requirements. Specifically, the narrative will be used to determine if their company has the background, experience, and understanding of the work to be accomplished on this contract to be considered technically acceptable.

**Past Performance** - The offeror's past performance will be evaluated to assure a good record of customer satisfaction. The Government will evaluate the past performance data provided by offerors, and obtained from other sources, against the following criteria:

(1) **Quality of Product or Service** - Conformance to contract requirements, specifications and standards of good workmanship, satisfactory quality control, appropriateness of personnel for quality work;

(2) **Cost Control** – Costs controlled within negotiated rates, and accurate billings;

(3) Schedule - Timeliness of performance, met interim milestones, reliable, responsive to technical and contractual direction, completed on time, including wrap-up and contract administration;

(4) Business Conduct - Effective management, reasonable/cooperative behavior responsive to customer needs/contract requirements, prompt notification of problems, and clear/concise communications;

(5) Overall Customer Satisfaction - The product/services provided adequately met/exceeded the customer's requirement/expectation.

**Factor 2: Price** - Price evaluation will be a consideration for only those proposals evaluated as technically acceptable as a result of the technical evaluation process. Those proposals, which are determined to be technically unacceptable, will not be evaluated for price. Price proposals will be evaluated such that the lowest, responsible, reasonable proposal will be considered most favorable.

**ANY PROPOSAL WHICH DOES NOT MEET THE MINIMUM REQUIREMENT OF ANY ONE OR MORE OF THE ABOVE EVALUATION FACTOR CRITERIA, WILL NOT BE CONSIDERED FOR EVALUATION FOR AWARD.**